

RESOLUTION NO. 2005-185

A RESOLUTION OF THE LODI CITY COUNCIL  
AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENT WITH NORTHERN CALIFORNIA  
POWER AGENCY FOR INTERIM ELECTRIC  
UTILITY DIRECTOR SERVICES

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the Professional Services Agreement with Northern California Power Agency for its employee, David L. Dockham, to provide Interim Electric Utility Director services to the City of Lodi, as shown on Exhibit A attached hereto.

Dated: September 7, 2005

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I hereby certify that Resolution No. 2005-185 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 2005, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Johnson, Mounce,  
and Mayor Beckman

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None



SUSAN J. BLACKSTON  
City Clerk

# EXHIBIT A

Date: August 30, 2005

To: Blair King  
Lodi City Manager

RE: Letter of Agreement for Consulting Services between NCPA and the City of Lodi

The City of Lodi requests that the Northern California Power Agency (NCPA) allow **David L. Dockham** (employee), Industry Restructuring and Interconnection Affairs Coordinator for NCPA to provide consulting services to the **City of Lodi**. The Letter of Agreement sets forth the terms and conditions of this consulting agreement between the parties.

NCPA will make available its employee to provide consulting support to the City of Lodi beginning on September 6, 2005 and, continuing through December 6, 2005. Such support shall not exceed twenty two (22) days in any calendar month, unless otherwise agreed to by the parties to this agreement. A description of the services to be provided to the City of Lodi is set forth in Exhibit A attached to and made part of this agreement.

The City of Lodi shall reimburse NCPA at the rate of \$600 per day for all consulting services provided by employee during the term of this agreement. The City of Lodi will provide employee with transportation and gas. NCPA shall provide a statement of days worked to the City of Lodi on a monthly basis and all such statements shall be paid by the City of Lodi to NCPA within thirty (30) days thereafter. Employee shall provide documentation of reimbursable expenses directly to the City of Lodi, and shall be directly reimbursed within two weeks of submission of his expenses.

Both parties to this agreement shall have the right to terminate this agreement at any time by providing at least ten (10) days written notice to the other party. In the event that a party gives notice of termination, NCPA shall provide the City of Lodi with a final statement of days worked and expenses incurred through the date of termination and, the City of Lodi shall pay NCPA for the days worked and all expenses incurred.

To the extent permitted by law, the City of Lodi agrees to indemnify, protect, defend and hold harmless NCPA, its Commission, officers, employees, agents and insurers from and against any claim, injury, liability, loss, cost and/or expense or damage, including all costs and reasonable attorney's fees in providing defense to any claim, arising from the consulting services being provided to the City of Lodi by NCPA through its employee during the term of this agreement. This indemnity, defense and hold harmless agreement shall not apply to the extent that the claim arises from the negligence, intentional misconduct or breach of contract of NCPA, or its officers, employees or agents, other than Mr. Dockham while acting in his capacity as the interim Electric Utility Director for the City of Lodi.

This agreement shall be governed and interpreted under the laws of the State of California.

The parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly and authorized representatives. It is

the intent of the parties that this agreement shall become operative on the effective date which is September 6, 2005.

Approved by:

**Northern California Power Agency**  
180 Cirby Way  
Roseville, CA 95678

Telephone: (916) 781-4200  
Facsimile: (916) 781-4254

\_\_\_\_\_  
James H. Pope  
General Manager, NCPA

\_\_\_\_\_  
Date

**City of Lodi**  
1331 South Ham Lane  
Lodi, CA 95242-3995

Telephone: (209) 333-6702  
Facsimile: (209) 333-6807


\_\_\_\_\_  
Blair King  
Lodi City Manager

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Susan J. Blackston  
City Clerk

Approved as to Form:

  
\_\_\_\_\_  
D. Stephen Schwabauer  
City Attorney

Attachment: Exhibit A- Scope of Services